

EXHIBIT 2

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1 UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 -----x
5 IN RE GOOGLE PLAY STORE Case No.
6 ANTITRUST LITIGATION 3:21-md-02981-JD

7 THIS DOCUMENT RELATES TO:
8 Epic Games Inc. v. Google LLC, et al.,
9 Case No: 3:20-cv-05671-JD

10 In re Google Play Consumer
11 Antitrust Litigation,
12 Case No: 3:20-cv-05761-JD

13 In re Google Play Developer
14 Antitrust Litigation,
15 Case No: 3:20-cv-05792-JD

16 State of Utah, et al.,
17 v. Google LLC, et al.,
18 Case No: 3:21-cv-05227-JD

19 *HIGHLY CONFIDENTIAL - UNDER PROTECTIVE ORDER*

20 REMOTE VIDEOTAPED DEPOSITION BY VIRTUAL ZOOM OF
21 SAMEER SAMAT
22 Wednesday, February 2, 2022

23 Reported By: Lynne Ledanois, CSR 6811

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1 Lewis and in-house for Google is
2 Alex Zbrozek. We represent Google
3 and the witness today.
4
5 SAMEER SAMAT,
6 having been duly sworn, testified as follow
7 EXAMINATION

9 BY MR. SUMMERS:

Q Good morning, Mr. Samat. My
name is Glen Summers. As you may have
just heard, I'm with the firm Bartlit
Beck and I'm one of the lawyers
representing the consumer class. I'll
be starting the questioning today and
then others will follow along.

17 What is your current
18 position at Google?

19 A First, it's nice to meet
20 you, Mr. Summers.

21 My current position at
22 Google is vice president of product
23 management.

24 Q That's specifically for
25 Google Play?

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1 them separately only because the
2 consumer proposition is different and
3 we made a number of enhancements to
4 the product.

5 But I'm happy to answer
6 questions for you to the best of my
7 ability on Android Market or Google
8 Play.

9 Q Great. We'll do our best.

10 As I understand it -- I want
11 to talk about some of the contracts
12 that relate to the Google Play
13 business.

14 As I understand it, from OEM
15 to preload, the Google apps notice,
16 the GMS suite or GMS 4, the OEM has to
17 enter into a mobile application
18 distribution agreement, MADA; is that
19 correct?

20 A If an OEM wants to preload a
21 core set of Google applications, then
22 we do have a licensing agreement for
23 that which is known as MADA, yes.

24 Q And they have to enter into
25 the MADA or they don't get the license

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1 to the GMS apps; correct?

2 A Well, we have a -- just to
3 make sure that we're talking about the
4 same thing here, and you can correct
5 me if I'm not answering your question.

6 But they can use Android
7 without a problem -- without any
8 license, excuse me. And if they want
9 to load -- if they want to have Google
10 services on those devices, they need
11 to enter into a license agreement with
12 us and they also need to ensure that
13 their device meets a certain level of
14 security requirement and other
15 compliance -- excuse me, not
16 compliance but --

17 Q Sir, sir, sir. I need you
18 to stop going off in areas that I'm
19 not inquiring about.

20 We're going to end up having
21 to terminate the deposition or resume
22 it. I need you to focus on my
23 questions, please.

24 The agreement is called a
25 MADA; correct?